



City Clerk Document No. _____

City Council Meeting Date: January 25, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
SOUTH ARIZONA AVENUE AREA PLAN UPDATE
CITY OF CHANDLER AGREEMENT NO. DS4-918-4643**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Logan Simpson Design Inc., an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

- A. City proposes to enter an agreement for a South Arizona Avenue Area Plan update as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services

furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 12 months from the date the Contractor is notified to proceed.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$294,953. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials

supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnatee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this

Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Christina Pryor
Title: Procurement and Supply Manager
Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
Phone: 480-782-2403
Email: christina.pryor@chandleraz.gov

For the Contractor

Name: Terri Hogan
Title: Project Manager
Address: 51 W. Third St., Suite 450
Tempe, AZ 85281
Phone: 480-967-1343
Email: thogan@logansimpson.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to

cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including

termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an

interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When

personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will

comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Bruce Meighen

Its: CEO and President

APPROVED AS TO FORM:

By: _____

City Attorney

JMB

ATTEST:

By: _____

City Clerk

EXHIBIT A

SCOPE OF SERVICES

Consultant Responsibilities

Phase 1: Project Start-Up

1.1.a Review Existing Plans and Background Materials

The Consultant will collect and review existing relevant plans, policies, and other related information, such as the current South Arizona Avenue Corridor Area Plan (SAACAP) and Design Guidelines, the Chandler Redevelopment Element (CRE) (adopted in 1987 and readopted in 1995), Chandler General Plan 2016 A Vision Refined, Adaptive Reuse Overlay District Ordinance, and other pertinent background materials. This review will guide development of initial study area maps, inform the specific approach to public participation to be outlined in task 1.2, and inform a preliminary outline of components to be included in the area plan and design guidelines.

1.1.b Hold Kick-Off Meeting with Staff

An in-person project kickoff meeting with the SAACAP/CRE staff will be held. The primary purpose of this in-person meeting will be to introduce the Consultant's team to the City staff and discuss the project goals, opportunities, information needs, roles and responsibilities, expectations, and logistical issues. We will also discuss interfaces and communication policies; confirm the tentative schedule and recurring meeting times, layout monthly progress reports/invoices; the approach for public participation and refine the project management plan. The Consultant will provide a meeting agenda, any handout materials, and a meeting summary for the kickoff meeting.

1.1.c Gather GIS Data and Technical Information

The Consultant team will gather all pertinent base GIS data, maps, and other technical information needed for the Area Plan Update. This approach will include GIS data to help develop a working set of existing conditions maps for the area. For any information that is not readily available, the Consultant team will coordinate with the appropriate City staff to obtain this data using Requests for Information (RFIs). The result of this effort will be the development of preliminary GIS Maps to inform the boundaries and analysis of land uses, zoning, and areas of change in the study area.

1.2 Public Participation Plan

To ensure that the Area Plan Update aligns with the Community's goals, policies, and vision, the Consultant will incorporate a thoughtful, inclusive, and innovative approach to community outreach. In consultation with the SAACAP/CRE staff, the Consultant will create a Public Participation Plan to identify and describe engagement groups and outreach opportunities. The Public Participation Plan will include a general timeline for implementing the Public Participation Plan and any other related tasks.

The Public Participation Plan (PPP) will also include a variety of refined strategies and tactics for encouraging public participation, including but not limited to the following:

- An Informational Brochure (FAQ about the Area Plan Update)
- Outreach Materials such as Eblasts, Social Media Blurbs, Press Releases, Questionnaires, Website Articles, and Blogs

- Visioning and Character Area Workshops utilizing Augmented and Virtual Reality
- Stakeholder Meetings
- Public Meetings

The intent of all engagement activities will be to understand the community and stakeholders' perspectives on the current and desired conditions of the corridor to generate a vision of Land Use, Housing, Economic Development, Mobility, Health, and Green Systems.

Phase 1 Deliverables and Meetings

- Project kickoff meeting (in person), including agenda, meeting materials, facilitation, and meeting summary (electronic)
- Public Participation Plan (electronic)

Phase 2: Gathering Input

2.1 Vision Statement and Character Area Development

Following the Visioning and Character Area Workshops, Stakeholder Meetings, and Educational Meetings with the Historic Preservation Commission, Planning and Zoning Commission, and City Council, the Consultant will generate a Vision Statement and Character Area Summary. This approach will result in developing a vision statement with input from staff based on input received from the public that articulates the community's current impressions and goals.

2.2 Outreach Materials

As articulated in the Public Participation Plan, the Consultant will systematically employ electronic media to notify the public of upcoming events and solicit public input through online surveys, social media, and other interactive electronic communication opportunities. Given the importance of and public expectation for electronic communication, the City's social media and website will be supplemented by other electronic tools, such as an online questionnaire and blog, to be provided by the Consultant. The Consultant will provide all materials and have staff available to conduct outreach activities in English and Spanish. To get the word out, the Consultant will create posters/flyers and other documents, such as Press Releases and Website Articles/Blogs for the City to post on social media, the project website, and via E-blast campaigns throughout the process. The Consultant will work with the City to deliver these community outreach products with the expectation that the City will post, place, and/or publish the documents as needed. As part of this Area Plan Update, the Consultant will also work with the SAACAP/CRE staff to capture a unifying brand for the project, building a unique and recognizable look with consistent messaging and creating web text for the City to post on their website. The City will be responsible for creating a project website and maintaining it.

2.3 Informational Brochure

The Consultant will prepare an informational brochure with FAQs about the comprehensive Area Plan update to be posted on the City's website, distributed electronically, and on paper at all public meetings.

2.4 Meetings

The Consultant will conduct the following meetings:

2.4.a Visioning and Character Area Workshops

As refined in the Public Participation Plan, the Consultant envisions conducting up to three in-person meetings in different parts of the City to allow the public to participate in the development of the vision statement and character aspirations of the corridor. The Consultant will use both 2D GIS mapping and ArcUrban's 3D visualization capabilities to develop 3D immersive scenarios.

2.4.b Stakeholder Meetings

As described in the Public Participation Plan, the Consultant will work with SAACAP/CRE staff to create a strategic list of individuals and groups that will be contacted for virtual stakeholder input meetings. These meetings will be designed to obtain information about the corridor's issues, opportunities, and aspirations.

2.4.c Educational Meetings

The Consultant will conduct three educational meetings advertised for the public according to open meeting laws and enhanced outreach with the Historic Preservation Commission, the Planning and Zoning Commission, and the City Council. These meetings will provide updates and results to these bodies on the previously held Visioning and Character Area Workshops and Stakeholder Meetings and solicit additional input on issues, opportunities, and aspirations for the corridor.

2.4.d Coordination Meetings

The Consultant will hold monthly virtual meetings with SAACAP/CRE staff for the duration of the project. During these meetings, the Consultant will discuss relevant coordination items during the call while reviewing documents together in "real-time" for maximum efficiency. Additionally, monthly progress reports will be submitted to the City at the same time as monthly invoices.

2.4.e Panel Meeting

A "TED Talk" type meeting held with panel members that are experts in downtown planning, redevelopment, and economic development will provide the following benefits to the process:

1. Improve engagement, clarity, and inclusivity while inspiring and mobilizing the community to support and actively participate in the plan's implementation.
2. Visual and Multimedia Elements: TED Talks frequently incorporate multimedia, visuals, and varying levels of expertise in urban planning and city development. Storytelling techniques can make it easier to convey complex information and present data in a more accessible manner and create an engaging experience for the audience.
3. Increase buy-in by presenting the updated area plan in an engaging and inspirational manner.

2.5 Meeting Minutes

The Consultant will produce meeting minutes for all workshops, stakeholder meetings, and other public meetings. The Consultant will submit the draft and final meeting minutes for review and approval by the City. Draft meeting minutes will be provided no later than one week following each meeting.

2.6 Meeting Summary Presentations

The Consultant will summarize comments received from meetings, workshops, and electronic communication and present them to SAACAP staff.

2.7 Use of Innovation in Community Engagement

Virtual Reality (VR) and Augmented Reality (AR) innovation will be used through the community engagement events for:

1. Immersive Visualization: VR allows city planners and the community to experience what the future environment looks and feels like within the area, enabling them to “walk through” and provide more in-depth feedback to be addressed in the Area Plan.
2. Scenario Testing: Staff would be able to test different scenarios, such as varying building height, street designs, or public space layouts. This allows data-driven decision-making, helping identify the most effective design and layout for the area.
3. Infrastructure Planning: VR and AR can aid in infrastructure planning by visualizing utility placement, traffic flow, and transportation options. Planners can simulate how these systems will interact with the new area design standards and form-based code.
4. Sustainability Integration: VR and AR can visualize the integration of sustainable elements, such as green spaces, renewable energy installations, or eco-friendly building designs.
5. Safety and Security: AR can enhance safety and security by providing real-time data on crowd management, emergency exit locations, and surveillance.
6. Economic Development: VR can help showcase the economic benefits of the plan, including the potential for increased tourism, business development, and job creation.
7. Regulatory Compliance: VR can assist in ensuring that the updated plan complies with building codes, accessibility standards, and zoning regulations.

Specifically, the Consultant will work with City to develop digital models highlighting the character, function and feel of each (3-5) Character Areas within the study area. These 2D graphics can be used for public engagement, plan enhancement, and overall public relations. This process will be iterative and provide the City of Chandler (1) review period to provide feedback and edits. The Consultant will make all agreed upon adjustments to digital model/2D renderings and provide them to the City.

In addition to the above, the Consultant will develop and host a digitally immersive corridor fly-thru at (1) public meeting for immersive public interaction. This event will be integrated into the *2.4e Panel Meeting*. The Consultant will provide curved monitor displays for participants to view a corridor fly-thru. In conjunction with this immersive experience, The Consultant will develop a questionnaire tool at part of 2.2 *Outreach Tools* that allows public feedback to be captured and reported back to the City of Chandler.

Phase 2 Deliverables and Meetings

- Vision Statement and Character Area Summary (electronic)
- Outreach Materials (Electronic)
- Informational Brochure (FAQ) (electronic)
- Visioning and Character Area Workshops (up to 3, in person), including agenda, meeting materials, facilitation, and meeting summary (electronic)
- Stakeholder Meetings (up to 16, virtual), including agenda, meeting materials, facilitation, and meeting summary (electronic)

- Educational Public Meetings (up to 3 separate meetings, with Historic Preservation Commission, Planning and Zoning Commission, and City Council, in person) including agenda, meeting materials, facilitation, and meeting summary (electronic)
- Panel Meeting including agenda, meeting materials, facilitation, and meeting summary (electronic)
- Coordination Meetings with Staff (up to 12, virtual), including agenda, meeting materials, facilitation, and meeting summary (electronic)
- (1) Digital Model of each site (3-5 character area sites)
- (1) 2D Renderings of each character area (up to 3-5 character areas)
- (1) 2D rendering for Vision
- (1) 360-degree photos for each (3-5) character areas – These photos can be hosted on the City or Consultant website. The use of QR codes located at strategic locations around the city would allow participants to scan the QR code and see proposed site improvements on their phone in a 360-degree environment.
- (1) video fly-thru of corridor
- Create and manage one online questionnaire and provide results to City

Phase 3: Development of Draft Area Plan

3.1 Draft Area Plan

The Consultant will prepare a Draft Area Plan updating all sections of the current plans with a focus on the following elements:

Land Use and Urban Design

Based upon information gathered in Phases 1 & 2, the Consultant will identify overlapping goals and objectives in the existing documents and develop preliminary recommendations for how to merge and build on existing plans to support a harmonious, attractive environment that supports economic vitality and prosperity. A detailed, land use plan identifying suitable areas for residential, commercial, industrial, mixed-use, adaptive reuse, and recreational land uses will be developed at the parcel level to reflect existing and planned character, uses, and zoning.

Design guidelines and standards will be created to retain existing character, and promote compatible mixed-use and infill development for a vibrant walkable community per the following:

- An update to the existing guidelines document to capture design elements that would apply to the entire plan area to be applicable to both existing adaptive reuse and future redevelopment.
- Develop tailored design guidelines for 3-5 specific character areas as determined by initial analysis and community outreach in Phase 1. Guidelines for each area could include desired uses, building siting, building forms, architectural style, landscape treatment, public realm treatment, and signage, at a minimum.
- While the plan and design guidelines may include some regulatory language, concepts that should be included as strict requirements will be flagged for inclusion in zoning regulations. However, updates to the zoning regulations are not a part of this contract.

Redevelopment

Updating the Area Plan to include consideration of redevelopment for the area will be

included in the area plan analysis including but not limited to the following:

1. Analysis of the commercial corridor that evaluates the types of commercial uses in the area, potential demand for redevelopment vs. adaptive reuse, who they are serving, and how they should transition over the next 10-20 years. A void analysis as needed in the northern portion of the study area will be prepared that evaluates commercial uses that are missing from the area and how the City could strategize to attract new uses.
2. An analysis of the older residential neighborhoods will include analysis of the demographics of the population – age, income, educational attainment, race, etc. - as well as the condition of the housing stock. This analysis will include review of available demographic and GIS data as well as strategic windshield surveys throughout the study area.
3. Analysis of older, heavy industrial uses along the railroad will need to consider transition of these uses to more modern uses will also be included.

Transportation

The City will provide the Consultant available transportation data, such as traffic counts, crash data, traffic operational data, transit ridership and stop amenities, and roadway, alleyway, bicycle, and sidewalk geometrics to inform the existing conditions analysis. The City will also provide the Consultant with relevant information on ongoing and upcoming transportation improvement projects in the study area. The Consultant will hold one virtual coordination meeting as part of 2.4d *Coordination Meetings* with the City and/or consultant project manager for the ongoing Washington Street Study.

Through the public and stakeholder engagement process, the Consultant will establish modal priorities for each character area, which will help determine the amount of right-of-way space dedicated to:

- Traffic circulation and property access
- Sidewalk widths and pedestrian amenities
- On-street bicycle facility types and locations
- Transit stop locations and amenities
- Street trees, stormwater retention, shade infrastructure, public art, and other landscaping

The Consultant will align recommendations for each of these priorities with other character area design criteria and guidelines outside of the public right-of-way. The Consultant will not perform any transportation capacity analyses.

The Consultant will develop design guidance for active alleyway treatments for select alleyway segments in the downtown core. The Consultant will work with City staff to identify up to six alleyway segments for active alleyway concepts. These segments could be fully pedestrianized or serve multiple uses. The Consultant will develop guidance on traffic restrictions, commercial delivery accommodations, and a cross-section that includes pedestrian and accessibility needs, lighting, drainage, and underground and overhead utilities for each selected alleyway segment. The Consultant will also review pertinent City code, as identified by City staff, and suggest necessary adjustments to enable active alleyway treatment implementation.

Parking

Based on parking supply and demand data provided by the City, the Consultant will determine where parking constraints or opportunity areas are located. If available, electric vehicle (EV) data will inform a reasonable percentage of EV charging spaces that should be included in future or retrofitted parking facilities. The Consultant will provide recommendations for siting and establishing design guidelines for rideshare pick-up and drop-off areas to minimize impact on traffic circulation and safety while providing adequate access to nearby businesses. Based on feedback from local stakeholders, the Consultant will identify potential locations for centralized loading zones and work to balance alleyway activation needs against business delivery and access needs.

Utility Infrastructure

The Consultant will hold one round of stakeholder meetings (up to five separate virtual meetings) as part of 2.4b *Stakeholder meetings* with applicable City staff and private utility providers with infrastructure in the study area. The intent of these meetings is to identify where infrastructure is located for water, sewer, stormwater, power, gas, solid waste, and communications infrastructure in the study area along with a qualitative overview of key information including age, condition, and capacity. The result of these stakeholder meetings will be a list or maps of stakeholder-identified gaps, deficiencies, and constraints that may inhibit redevelopment in the study area.

3.2 GIS Maps

The Consultant will work with staff to create maps (e.g., land use, buildings, facilities, etc.) using available data in GIS. The City will create maps using the City's GIS database.

3.3 Working Draft Elements

The Consultant will work with staff from various City departments to prepare certain elements such as infrastructure, transportation, conservation and environmental planning, historic preservation, and public safety. Collaboration and coordination with all of the relevant City departments will be a vital part of the Consultant's approach to planning. They will contribute to the success of the Area Plan Update.

3.4 Presentation of Draft Area Plan

The Consultant will produce a Draft Area Plan from comments received on the working draft elements to garner additional review and input from staff. Elements may be drafted and reviewed individually or in groups to make the process manageable for the reviewers as deemed necessary by SAACAP/CRE staff. Drafts will be posted on the City's webpage for the public to review and provide feedback, which will be considered as the drafts are revised.

3.4.a Public Meetings with HPC, PZC, and CC

The Consultant will present the draft area plan to SAACAP/CRE staff and will lend support to City Staff in their presentations to the Historic Preservation Commission, the Planning and Zoning Commission, and the City Council for review and input.

Phase 3 Deliverables and Meetings

- Draft GIS Maps (electronic)

- Working Drafts of Elements (electronic)
- Draft Area Plan (electronic) including aforementioned design guidelines
- Presentation to SAACAP/CRE staff and support for Staff presentations to Historic Preservation Commission, Planning and Zoning Commission, and City Council (in person).

Phase 4: Presentation of Final Draft for adoption

4.1 Final Document – Interactive ARC GIS Story Map

The Consultant will prepare the final document in an interactive ArcGIS Story Map and an electronic format acceptable for professional printing and downloading from the internet. The City will be responsible for posting the Final Document and printing copies of the final draft for review by the public, Planning Commission, and City Council. The City will host the story map on its website.

4.2 Executive Summary

The Consultant will prepare an executive summary of the Area Plan Update in pamphlet format that includes typical questions and answers, goals and policies, and the future land use map. The Consultant will also produce a prototype and a final draft in an electronic format acceptable for professional printing. The City will be responsible for printing copies for distribution to the public. The executive summary is expected to be presented together with the final Area Plan document for review and approval.

4.3 Presentation of Final Area Plan

The Consultant will support staff in their presentations of the final documents to the Planning and Zoning Commission and the City Council and will be available during the hearings to answer questions.

Phase 4 Deliverables and Meetings

- Final Document – Interactive ArcGIS Story Map (electronic) and a printable / downloadable electronic version (i.e.: pdf)
- Executive Summary (electronic)
- All Native Files including ArcGIS Urban electronic file(s) for staff to incorporate into the City's ArcGIS Urban model.
(electronic)
- Attendance at Planning and Zoning Commission (in person)
- Attendance at City Council (in person)

Additional Services

The Consultant may provide other related services upon request from the City.

City Responsibilities

The Consultant expects City Staff to participate in Kickoff and Coordination Meetings and attend and support all public engagement meetings. In addition, timely direction and review from City staff on deliverables will be critical to keeping the project within budget and timeframe.

City staff will also be responsible for:

- Provision and maintenance of a project website
- Coordinating and fulfilling Request for Information (RFIs)
- Creation of GIS maps with the Consultants assistance

- Generating Stakeholder contact lists and assisting with invites
- Coordinating reviews with appropriate city departments
- Coordination, document distribution, and advertising for public meetings
- Distributing and publishing press releases
- Printing, posting, and distributing the final document and executive summary

TIMELINE AND MILESTONES

	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12
PHASE 1 - PROJECT START-UP												
1.1 Preliminary Administrative Tasks												
1.1.a Review Existing Plans and Background Materials												
1.1.b Hold Kick off Meeting with Staff (In-person)	M1											
1.1.c Gather GIS Data and Technical Information		D1										
1.2 Public Participation Plan		D2										
PHASE 2 - GATHERING INPUT												
2.1 Vision Statement and Character Area Development					D4							
2.2 Outreach Materials												
2.3 Informational Brochure			D3									
2.4 Meetings												
2.4.a Visioning & Character Area Workshops (up to 3 - In-person)				M2 - M4								
2.4.b Stakeholder Meetings (up to 16 one on one or focus group - Virtual)				M5								
2.4.c Educational Public Meetings with HPC, PZC, and CC (up to 3 - In-person)				M6 - M8								
2.4.d Coordination Meetings (up to 12 - Virtual)		M9 D5	M10 D6	M11 D7	M12 D8	M13 D9	M14 D10	M15 D11	M16 D12	M17 D13	M18 D14	M19 D15
2.5 Meeting Minutes					M20							
2.6 Meeting Summary Presentations												
PHASE 3 - DEVELOPMENT OF DRAFT AREA PLAN												
3.1 Draft Area Plan												
3.2 GIS Maps								D16				
3.3 Working Drafts - Elements								D17				
3.4 Presentation of Draft Area Plan									D18 M21			
3.4.a Public Meetings with HPC, PZC, and CC (up to three - in person)										M22-M24		
PHASE 4 - PRESENTATION OF FINAL DRAFT FOR ADOPTION												
4.1 Final Document - Interactive ArcGIS Story Map											D19	
4.2 Executive Summary											D20	
4.3 Presentation of Final Area Plan											M25	M26 D21

DELIVERABLES

D1: Existing Conditions Report (Electronic)
D2: Public Participation Plan (Electronic)
D3: Informational Brochure with FAQs (Electronic)
D4: Vision Statement and Character Area Summary (Electronic)
D5-D15: Progress Reports (Electronic)
D16: Draft GIS Maps (Electronic)
D17: Working Drafts (Electronic)
D18: Draft Area Plan (Electronic)
D19: Final Document - Interactive ArcGIS Story Map (Electronic)
D20: Executive Summary (Electronic)
D21: Final Documents and Native Files (Electronic)

MEETINGS

M1: City Staff Kick Off Meeting (In-person)
M2 - M4: Visioning Workshops (In-person)
M5: Stakeholder Interviews / Meetings (Virtual)
M6 - M8: Public Meetings (HPC, PZC, CC)
M9 - M19: Staff Coordination Meetings (Virtual)
M20: Panel Meeting (In-person)
M21: Draft Area Plan Presentation to Staff (Virtual)
M22 - M24: Public Meetings (HPC, PZC, CC)
M25: Final Presentation to PZC (In-person)
M26: Final Presentation to CC (In-person)

EXHIBIT B COMPENSATION AND FEES

Project Fees

Fees are firm, fixed, and inclusive for each Task of the Scope of Services.

Phase	Fee
Task 1: Project Start-Up	\$ 17,695
Task 2: Gathering Input	\$ 155,261
Task 3: Development of Draft Area Plan	\$ 105,720
Task 4: Presentation of Final Draft for Adoption	\$16,277
Project Total	\$ 294,953

Hourly Rates

In the event that the City requires related services in addition to those of the Scope of Work, these rates will serve as the basis for pricing those services.

Staff Role	Hourly Fee
Terri Hogan, Project Manager & Public Engagement Assistance - Logan Simpson	\$185
Sandra Hoffman, Assistant Project Manager - Logan Simpson	\$165
Bruce Meighen, Project Advisor - Logan Simpson	\$280
Jerry Moar, Design Lead - Logan Simpson	\$165
Jennifer Gardner, Code Development Expertise - Logan Simpson	\$165
Megan Moore, Urban Design and Land Use Advisor - Logan Simpson	\$170
Ben Oesterling, GIS Lead - Logan Simpson	\$95
McKayla Dunfey, Graphics - Logan Simpson	\$130
Madison Macias, Support Planner - Logan Simpson	\$90
Michael Grandy, Transportation Lead - Kimley-Horn	\$275
Anita Johari, Parking Lead - Kimley-Horn	\$275
Robert Lyons, Utilities Lead - Kimley-Horn	\$310
Chris Joannes, Transportation Planner - Kimley-Horn	\$200
Jessica Sarkissian, Public Engagement Lead - Upfront Planning	\$190
Rick Merritt, Economic Development Lead - Elliot D. Pollack	\$250

EXHIBIT C INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized

to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three-year period.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - 1. The Contractor’s insurance must contain broad form contractual liability coverage.
 - 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three-year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided, or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to

liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D
SPECIAL CONDITIONS

NONE